

# State of Vermont

Dept of Buildings & General Svcs  
Purchasing & Contract Admin  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7601  
USA

## CONTRACT



**Vendor ID 0000152507**  
**Ever Ready First Aid & Medical Supply Co**  
**101-01 Foster Ave**  
**Brooklyn NY 11236**  
**USA**

**Phone #: 718/495-4600**

<b>Contract ID</b> 0000000000000000000012801		<b>Page</b> 1 of 2
<b>Contract Dates</b> 03/01/2008 to 03/01/2010		<b>Origin</b> CPS
<b>Description:</b> FIRST AID SUPPLIES		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FIRST AID SUPPLIES FOR GARAGE KITS SEE ATTACHED PRICING LIST.  See attached document (12801_AOT_First_Aid_Garage_2008_04_01)	EA	0.01000	0.00	0.00
2		FIRST AID SUPPLIES FOR THE VEHICLE KITS SEE ATTACHED PRICING LIST.  See attached document (12801_AOT_First_Aid_Vehicle_2008_04_01)	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO SUPPLY FIRST AID SUPPLIES TO LOCATIONS THROUGH OUT THE STATE OF VERMONT ON AN AS NEEDED BASIS.

CONTRACT PERIOD: THIS CONTRACT IS FOR A TWO YEAR PERIOD WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

THIS CONTRACT IS ISSUED IN COMPLIANCE WITH THE SPECIFICATIONS OUTLINED IN RFP ENTITLED FIRST AID SUPPLIES DATED FEBRUARY 8, 2008 AND RESPONSE FROM VENDOR DATED FEBRUARY 20, 2008. ALL TERMS AND CONDITIONS RELATIVE TO THAT RFP APPLY TO THIS CONTRACT. DELIVERY IS 10 DAYS AFTER NOTICE OF AWARD AND THE PAYMENT TERMS OF THIS CONTRACT ARE NET 30 DAYS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #: 718/495-4600**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.						

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15  
REPORTING PERIOD: APRIL 1 - JUNE 30 \*\* REPORT DUE: JULY 15  
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 \*\* REPORT DUE: OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 \*\* REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

PURCHASING CARD: THE STATE IMPLEMENTED A VISA PURCHASING CARD PROGRAM. THE VISA CARD CAN BE USED FOR PURCHASING AND PAYING FOR SMALL DOLLAR, NON-CONTRACT ITEMS WITH A TOTAL VALUE OF \$2,500.00 OR LESS PER TRANSACTION. WHERE APPROPRIATE, THE STATE HAS ELECTED TO USE THE CARD AS FORM OF PAYMENT FOR ITEMS UNDER CONTRACT. THE VISA PURCHASING CARD CAN BE USED AS A FORM OF PAYMENT FOR THIS CONTRACT. NO DISCOUNT IS OFFERED FOR USE OF THE CARD FOR PAYMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222  
E-MAIL deb.larose@state.vt.us

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_